ROAMING NETWORKS doo
Br. 17-1-203/2022
07. 11. 2022 god.
BEOGRAD

Serbia Railway Section Three Project Purchase Agreement

By

Huawei Technologies d.o.o. Beograd

And

Roaming Networks d.o.o.

Agreement No.:

FPA3411SRB22110510227502

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1. Preamble

1.1 The Parties

Huawei Technologies d.o.o. Beograd, a company incorporated under the laws of Republic of Serbia and having its registered office located at Omladinskih Brigada 90D, Belgrade, Serbia (hereinafter referred to as the "Buyer" or "Contractor").

Roaming Networks d.o.o., a company incorporated under the laws of Republic of Serbia, having its registered office at Oblakovska 51, Belgrade, Serbia, (hereinafter referred to as "Supplier" or "Subcontractor"), leading the consortium with Roaming Smart Solutions d.o.o, a company incorporated under the laws of Republic of Serbia, having its registered office at Juzni bulevar 10, Belgrade, Serbia (hereinafter jointly referred to as "Supplier" or "Subcontractor")

Contractor and Subcontractor may be collectively referred to as "Parties" or individually as "Party" where the context so requires.

1.2 Effective Date and expire date

This Project Purchase Agreement ("PPA") is entered into by the Parties on the date of 11/1/2022 ("Effective Date") after it is singed by the parties hereto. If the final signature date is later than this Effective Date, the Parties agree that this PPA shall take effect after both parties sign it. And the contract expire date is 12/31/2029， The supplier should continue to fulfill the warranty obligation within the quality assurance period

1.3 Whereas

A. Contractor and Subcontractor have entered into the Master Purchase Agreement (Agreement No.: MPA3411SRB20120110064467, "MPA");

B. The Parties desire to clarify the special rights and obligations under the aforementioned project on the basis of the MPA.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the Parties agree as follows: generally, the contents agreed in this Contract shall not be adjusted. During the execution of this Contract, if the Buyer needs to adjust the specification, quantity, delivery place and delivery time of the contract equipment according to actual needs, it may issue a written notice of change to the Supplier 30 days in advance according to the progress of the project, and the change will be implemented after the Parties sign written supplementary agreement through negotiation.

Regardless of whether there is a contrary or similar agreement in this Contract, during the performance of this Contract, if it is necessary to change this Contract, the Parties shall enter into a written agreement.

1.4 Contact

1.4.1The Supplier shall set up a representative, responsible for the business coordination of contract equipment production, supply, quality inspection, handover, commissioning, technical services

(including after-sales service) and other links, and for the Contact with the Buyer and other relevant units, and within 10 days of the entry into effect of this Contract, provide the Buyer with the title and authorization of the Supplier's representative in writing.

1.4.2 The Buyer shall be notified of the change or cancellation of the Supplier's representative in writing. The Buyer shall have the right to request the replacement of personnel based on the working conditions of the Supplier's representative. The Supplier shall re-appoint the above personnel as soon as possible according to the requirements of Article 1.4.1 and the original Supplier's representative shall continue to assume its responsibilities under Article 1.4.1.

1.4.3 The Buyer shall supervise and inspect the Supplier's performance of this Contract.

2. Contract price and payment

The amount paid to the Supplier shall be ascertained with the actual quantity specified in each PO and unit price which is included in the Annex 1.Bill of Quotation

2.1 Payment of equipment

2.1.1 **1st Payment milestone**:

After the Buyer issue the PO, the buyer accepts the correct invoices from the Supplier, and the Buyer pays the Supplier [15%] advance payment of the equipment price immediately (COD).

2.1.2 **2nd Payment milestone**:

The Buyer pays the Supplier [75%] of the equipment price, after equipment is delivered to the Buyer's designated warehouse and is inspected and approved. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant documentation by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the delivered and unsettled materials;
(2) The acceptance document issued by or approved by the Buyer;
(3) The receipt list signed by the Buyer;

2.1.3 **3rd Payment milestone**:

The Buyer pays the Supplier [10%] of the equipment price, after equipment is commissioned and customer acceptance is done. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant documentation by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the materials;
(2) The acceptance document issued by or approved by the Buyer;
(3) The receipt list signed by the Buyer;

Upon receipt of the documents listed above, the Buyer shall review the authenticity and accuracy of the documents in accordance with the terms of this Contract as the basis for payment. The equipment should be inspected and approved within 14 days after it arrives at the Buyer's designated warehouse if it meets the requirement.

2.2 Payment of service

2.2.1 Upon the arrival (after passing the acceptance), installation and commissioning of all contract equipment and the acceptance(PAC), the Supplier applies to the Buyer for payment based on the acceptance documents and the payment application, and after the Buyer receives the above documents and verifies them as correct, the Buyer pays the Supplier [100%] of the service price. The payment will be made with in 45 calendar days upon the acceptance of the invoice and the relevant documentation

by Huawei Finance. The Supplier submits the following documents,

(1) The commercial invoice and payment application of the service;

(2) The acceptance document issued by or approved by the Buyer;

(3) The receipt list signed by the Buyer;

2.3 Both sides agree the Buyer is entitled to use the payable to the supplier in other projects as the guarantee for the advance payment to the supplier. The buyer has the right to deduct the payment of other projects the buyer should pay to the supplier in the case that the buyer fails to fulfill its contract duty.

2.4 The price is agreed in EUR and the Invoicing and payment currency shall be RSD, and the exchange rate is accordance with the EUR/RSD middle exchange rate of the National bank of Serbia on the invoicing date.

3. Supervision and pre-delivery inspection

3.1 Supervision:

If the Contractor requires on-site manufacturing supervision, the Buyer shall notify the Supplier in writing 5 working days in advance, and the Supplier shall organize the execution.

3.2 Pre-delivery inspection

Prior to the issuance of any delivery order, the Supplier shall be obliged to submit, 14 days in advance, all documents necessary to certify that the shipped goods comply with all technical and quality standards set forth herein and in the technical documents (including the construction drawings and technical specifications); the Buyer shall be entitled to participate in the pre-delivery inspection.

Before delivery, the Supplier shall make a comprehensive and detailed inspection over the quality, specifications, performance, quantity and weight of the equipment as required by this Contract, and shall issue a certificate of inspection certifying the conformity of the equipment to the regulations, which shall not be used as the final inspection conclusion on the quality, specification, quantity or weight, nor as evidence against the Buyer's objection to the quality, specification, quantity or weight of the product. The results and detail documents of the Supplier's inspection shall be attached to the certificate of inspection.

4. Equipment packaging, marking, transportation and delivery

4.1 Equipment packaging

In order to facilitate the management of the Buyer's materials in and out of the warehouse, the contract equipment must be identified in accordance with the Buyer's relevant regulations. For specific requirements, see the annex "Packaging Requirements of the Equipment". The packaging, marking and certificates of the contract equipment must comply with the public transportation requirements of goods and the implementation requirements of projects stipulated by the laws and regulations of the Republic of Serbia, strictly abide by the relevant national regulations and meet the reasonable requirements of the Buyer.

The Supplier shall be responsible for the repair, replacement or compensation in the event of damage or loss of the contract equipment due to improper packaging or inadequate precautions taken. In the event of misdelivery of the contract equipment due to reasons attributable to the Supplier, the Supplier shall be liable for the costs incurred.

4.2 Equipment transportation and trade terms

The risk of damage and loss during the transportation of the contract equipment before delivery shall be borne by the Supplier and the Supplier shall handle the claims with the carrier and the insurer; after the contract equipment is delivered to the Buyer, the risk of damage and loss of the related equipment shall be

transferred from the Supplier to the Buyer, and the time of delivery is subject to the Buyer's signing of the logistics document.

The Supplier shall organize the supply according to this Contract, adopt the trade term DDP Serbia, and the contract equipment shall be delivered to the place of delivery before the required time.

4.3 Equipment delivery

The Supplier shall investigate the environmental conditions of on-site use of the equipment to make it meet the use requirements of the equipment. The Supplier shall deliver the contract equipment to the Buyer at the on-site delivery location according to the time and batch of delivery agreed herein, and it shall be deemed that the Supplier has completed the equipment delivery obligation.

5. Unpacking inspection, commissioning, assessment and acceptance

5.1 Unpacking inspection

5.1.1 The unpacking inspection procedures of the contract equipment are as follows:

(1) Arrival inspection;

(2) Unpacking inspection.

5.1.2 Arrival inspection (the Buyer's warehouse)

After the contract equipment and technical documents are delivered to the Buyer's warehouse by the Supplier, the Parties shall jointly inspect them according to the following requirements:

(1) The technical documents required to be submitted in Article 17 "technical documents" of the special contract terms are complete;

(2) The requirements of the annex "Packaging Requirements of the Equipment" and supply requirements are met;

(3) The appearance is good; and

(4) The number, quantity and name shall be verified as correct with the list of goods notified by the Supplier to the Buyer before shipment.

Prior to the arrival inspection, if the delivery is delayed due to the equipment shortage, equipment damage or other non-conforming circumstances caused by the Supplier, the Buyer shall have the right to claim against the Supplier for the loss caused thereby.

Upon the arrival inspection, the Parties shall keep a good record of arrival inspection and sign it by authorized representatives of the Parties.

5.1.3 Unpacking inspection (construction site)

The Buyer shall carry out unpacking inspection upon the arrival of the goods at the construction site. The unpacking inspection shall be carried out within a certain period after the arrival inspection of the contract equipment, and the Buyer shall notify the Supplier.

Unpacking inspection contents include:

(1) Checking the integrity of the sealed package;

(2) Checking and verifying whether the quantity and model of the packed goods are consistent with the shipping list;

(3) Checking whether the number, quantity and name of the packed goods are consistent with the list of goods specified herein;

(4) Inspecting whether the serial number meets the requirements of packing list and

(5) Other contents that site personnel can inspect according to the supply requirements.

Relevant function and performance problems found during commissioning and discrepancies in

quantities during unpacking inspection shall be handled by the Supplier for replenishment and replacement. The equipment subject to replenishment and replacement must meet the requirements of the relevant contract.

5.2 Commissioning

5.2.1 The Supplier provides commissioning and other related technical services.

5.2.2 According to the implementation needs of this Project, as requested by the Buyer, the Supplier shall be responsible for inspecting and testing the indicators and functions of the equipment, and assist the Buyer to complete the commissioning and acceptance work before this Project started to run and operate. Such work includes but is not limited to the following items:

5.2.3 System commissioning

(1) Check before power-on

Before powering on the equipment, check and confirm the cabinet wiring and related key parts such as power wiring, network cables, and optical fiber jumpers of transmission and data communication equipment. Power up the equipment, power up in turn and check the power supply of each power source and single board of the equipment, to ensure that the working voltage and current of the power supply is in right status.

(2)Parameter configuration of system

Local data configuration; interface data configuration; system message data configuration.

(3) System commissioning

Basic performance testing: Check the running status of the single board, transmission channel status, equipment object attributes and CPU occupancy rate, and set clock delay, reset, alarm, etc.

Equipment control and commissioning: Carry out single board self-inspection, link loop back test, main and standby switch test, etc.

5.2.4 System function test

(1) Site function test

The site function test includes the point-to-point data transmission of the equipment in the station, and the data exchange between equipment.

(2) System data test

Data function test: Equipment and system data exchange between sites.

5.2.5 During commissioning, trial and testing, the Supplier shall use the instruments that are qualified within the verification validity period.

5.2.6 Before the on-site commissioning, the Supplier shall timely provide the commissioning plan, commissioning method and commissioning requirements report to the Buyer, and conduct commissioning only after the Buyer agrees.

5.2.7 During commissioning, the Supplier shall submit a report to the Buyer, which shall include such contents as progress, accident, existing adverse factors, possible delay and suggestions for remedial measures. In case of emergency, the Supplier shall notify the Buyer at any time.

5.2.8 The Supplier shall provide the proposed scheme, test content, method, standard and time required for the test for each stage of the commissioning.

5.2.9 If the commissioning work plan is adversely affected or the quality control scheme, safety rules and the security of public order on site are affected due to the wrong actions of the commissioning team of the Supplier, the Buyer shall have the right to intervene or order the commissioning to be suspended, and the Supplier shall bear the liabilities arising therefrom.

5.2.10 In the process of installation and commissioning, if the performance index and function of the contract equipment fail to meet the supply requirements due to the reasons of the Supplier, the Supplier shall bear the responsibility. The Buyer is entitled to claim against the Supplier for the loss caused thereby.

5.2.11 the qualified installation and commissioning shall not exempt the Supplier from the main responsibility for the quality and safety of the contract equipment before the expiration of the quality assurance period.

5.2.12 The Supplier should contact the original vendor, to provide necessary and reasonable required information to the contractor.

5.2.13 The Supplier should provide cooperation to the integration of the systems which are in the scope of this Agreement and storage of video surveillance system, including but not limited to the existing corresponding systems (Belgrade to Novi Sad section) integration testing, necessary system information for

the testing, testing function list, etc.

5.3 Acceptance

5.3.1 The acceptance inspection mentioned in this Article refers to the inspection and confirmation of the quantity, specification and quality of the equipment hereunder.

5.3.2 The Buyer shall have the right to submit the checked and accepted equipment to the certification department for inspection. If any inspected or tested contract equipment fails to meet the requirements of the technical specifications, the Supplier shall timely replace it, or repair the defects free of charge according to the requirements of the Buyer to meet the requirements of the technical specifications, and bear the inspection fee.

5.3.3 The Buyer shall inspect and test it after the contract equipment arrives at the final using location. If any quality problems are found, the Buyer has the right to require the Supplier to replace the equipment with the equipment that meets the contract requirements until it passes the inspection, test and recognized by the Buyer or its representative again.

5.3.4 The Supplier should provide necessary support for the contractor for the systems that are in the scope of this Agreement and storage of video surveillance system, to get the supply approval or supply change approval, which should be signed or issued from project supervisor or Serbia railway.

6. Technical services

6.1 Basic requirements

6.1.1 The Supplier shall provide technical services and support for the duration of quality assurance period of the contract equipment, including but not limited to design Contact, ex-factory inspection, packaging, transportation, insurance, , commissioning, training, test, trial operation and service of the contract equipment described in paragraph 8.1 Installation supervision will include providing installation manuals and basic installation training of the equipment held before the beginning of the installation.

6.1.2 The technical service personnel provided by the Supplier shall be relatively fixed. During the whole project installation, commissioning, trial operation and quality assurance period, the Supplier shall not replace the technical service personnel without the consent of the Buyer.

6.1.3 The technical service personnel shall, during the technical service period, provide the Buyer's technical and managerial personnel with detailed explanations of the technical material in Serbian and English, perform necessary demonstrations and be available to answer technical questions from the Buyer's personnel. The training plan shall contain all necessary written documents. The documents shall be prepared in Serbian and English.

6.1.4 The Supplier shall be obliged to provide samples and data as requested by the Buyer, including but not limited to, production standard samples, samples specified herein and additional samples required to be submitted due to changes in this Contract. All samples shall be accompanied by a label indicating the place of origin and the part planned to be applied in this Project.

6.1.5 Within 7 years of the expiration of the quality assurance period, the Supplier shall provide the Buyer with the technical services and technical support required for the normal operation of the equipment at a unit price not higher than the technical service unit price during the quality assurance period.

6.2 Design contact

After the signing of this Contract, the Buyer shall have the right to request the convening of the engineering design contact meeting or integrate test contact meeting for the systems that are in the scope of this Agreement and storage of video surveillance system, and determine the relevant matters of each

engineering design contact meeting in advance according to the progress of the engineering.

6.3 Engineering design technical support

6.3.1 The Supplier shall provide technical support to the Buyer in the whole process of engineering design and ensure the smooth progress of engineering design.

6.3.2 When the Buyer needs to expand and adjust the equipment provided by the Supplier in the engineering design, the Supplier shall assist in changing the quantity of equipment and propose suggestions or plans on equipment configuration and interface between the equipment.

6.3.3 In the process of engineering design, the Buyer may provide technical consultation on equipment and system performance to the Supplier at any time, and the Supplier shall be responsible for providing timely answers and technical data required by engineering design.

6.3.4 No additional engineering and works price shall be charged for engineering design technical support for Access control, Automatic fire alarm and fire detection, Environmental monitoring, Fixed fire alarm, Intrusion, Public address system and Integration of security systems.

6.3.5 The certification cost and technical support of BOSCH for storage of video surveillance system will not be part of this contract.

6.4 Installation technical supervision

6.4.1 The Supplier shall provide technical services for equipment installation supervision and hardware and software equipment commissioning, and conduct on-site training.

6.4.2 The Supplier shall be also responsible for the prechecking of the installed equipment, installed by the Buyer, right before commissioning, and confirm the installation quality.

6.5 Technical services during the quality assurance period

6.5.1 Remote support services

The Supplier shall provide remote support services to the Buyer, and theservice hotline shall provide 5×8 hours of services, including but not limited to: general system consultation, product consultation, hardware consultation, software consultation, data consultation and data acquisition.

6.5.2 Warranty services

In case of fault of the contract equipment during the quality assurance period, if the Supplier is required to repair and return the faulty parts within one month from the date the supplier is noticed. .

6.5.3 Technical Services support during quality assurance period

6.5.3.1 In case of problems caused by equipment during the quality assurance period of the equipment provided by the Supplier, the Supplier shall timely provide the technical and other support required for maintenance support to the Buyer and the end user free of charge. , which does not stand for: in case of mechanical damage of equipment, inadequate use, damage caused by connecting to an inadequate voltage, damage due to voltage variations, use at temperatures outside the range given in the technical documentation.

6.5.3.2 The Supplier shall provide special equipment, tools and instruments (if any) for equipment maintenance and repairs that are actually required by the project.

6.5.4 Partial modification of equipment hardware and software

6.5.4.1 During the project implementation and quality assurance period, any equipment modification and software replacement caused by the Supplier shall be replaced or modified free of charge by the Supplier.

6.5.4.2 Due to impromptu project needs, the Supplier shall actively cooperate in the transition engineering and temporary engineering in the supply of equipment, and be responsible for the modification of relevant equipment and the compilation of transition and temporary software, so as to ensure the smooth progress of the project without additional costs.

6.5.4.3 When LAN-WAN network and same systems as contracted from I and II sections which are connected to the contract equipment are not activated synchronously with the contract equipment, the Supplier shall send technicians to cooperate with each activation.

6.5.5 Software version upgrade

6.5.5.1 The software provided by the Supplier shall be the latest mature version. During the quality assurance period, if the Supplier launches a new commercial version, it shall provide free upgrade.

6.5.5.2 During the software upgrade, the equipment software and network management software shall be online and smoothly upgraded. If the upgrade fails to achieve the expected purpose, the Supplier shall restore the pre-upgrade software version and its corresponding database for free.

6.5.6 The supplier shall confirm the hardware and software have no cyber security risk.

6.6 Training

6.6.1 Training objects

6.6.1.1 The Supplier shall provide good technical training venue and conditions for the engineering and technical personnel, construction and installation personnel, maintenance and management personnel and operating and operating personnel of the Buyer and the end-user, so that they can be competent in the installation, commissioning, maintenance of the equipment, handling of hardware and software faults and mastering the operation and use of the equipment.

6.6.2 Training methods

The Supplier shall arrange fully qualified personnel to conduct training for the Owner's personnel in accordance with the Buyer's requirements. The training shall be conducted in Serbian (or in English or other languages with the written consent of the Owner and contractor).

6.6.2.1 Training method is on-site training in Serbia.

6.6.2.2 On-site training of operation and maintenance personnel shall be conducted at such places as communication station prior to system commissioning, including normal operation procedures and how to deal with emergencies.

6.6.3 Training contents

6.6.3.1 System

(1) Establishing an overall concept of the equipment according to the training manual;

(2)Understanding and mastering the basic concept, composition, principle, characteristics and functions of the system;

(3) Understanding and mastering the configurations, lightning protection and grounding of the system's working power;

(4) Understanding and mastering the interface with other relevant systems; and

(5) Understanding and mastering the system network management measures.

6.6.3.2 Hardware

(1) Hardware framework, composition and name of the system;

(2) Panel display description and significance of the panel of each hardware unit;

(3) Connection wiring of each hardware unit;

(4) Power supply of the system and each hardware unit;

(5) Functional schematic diagram, input and output signals and relevant technical parameters of each hardware unit of the system; and

(6) Connection with physical and logical interfaces of other relevant systems; software setup and reinstallation when hardware (general purpose equipment) is updated.

6.6.3.3 Software

(1) Function description;

(2) Connection between the functional modules of the software;

(3) Block diagram of system information processing system (including collection and transmission of interface information with other subsystems);

(4) Self-inspection period, time, content and process of the system and each hardware unit;

(5) Detailed description of fault alarm information, including the specific meaning, possible fault sources and corresponding repair measures;

(6) Software backup and upgrade;

6.6.3.4 Maintenance

(1) Maintenance standards and technical parameters of each component;

(2) Basic operations and related precautions of maintenance;

(3) Standard system maintenance tools;

(4) Maintenance mode and maintenance cycle available for reference;

(5) Replacement of each unit and module;

(6) Safety requirements for maintenance and operation procedures under normal and emergency power supply conditions; and

(7) Special devices, tools and equipment used during maintenance.

6.6.3.5 Security System

(1) Identification, analysis and elimination of various faults; and

(2) Use and maintenance of network management;

6.6.3.6 Operation and use

(1) Principles and operation and use methods of various operation and maintenance terminals; and

(2) Principles and operation and use methods of various monitoring terminals.

6.6.4 Training, teaching materials and equipment

6.6.4.1 The Supplier shall provide the detailed training plan and teaching materials, and the training plan shall include the following parts:

(1) Where the Supplier shall have the training ability, including but not limited to the qualifications and experience of the trainers;

(2) Details of the course, including duration, maximum number of trainees, ratio of trainees to trainers, required or available facilities and prerequisites for attending the course; and

(3) Proposed additional training or alternative program measures to achieve the Buyer's training objectives.

The training plan shall contain all necessary written documents. The documents shall be prepared in Serbian and English.

6.6.4.2 The main work completed, work progress, problems or accidents occurred and solutions during the technical training each day shall be recorded in the form of work log and signed by the Parties. The work log shall be made in duplicate, with each party holding one copy.

6.6.4.3 The Supplier shall submit the training plan to the Buyer for confirmation, and the implementation time frame of the training plan shall ensure that the trainees can receive complete and comprehensive training before the date of power transmission operation of the contract equipment.

6.6.4.4 The Supplier shall provide complete training materials to the trainees.

7. Quality assurance period

7.1 The quality assurance period of the contract equipment shall be 7 years from the date of acceptance of the materials of this Project. If the design documents and technical specifications call for a

longer period than this quality assurance period, the former shall prevail.

7.2 During the quality assurance period, if the contract equipment is repaired due to quality problems of the Supplier, the quality assurance period of the contract equipment after repair shall be extended according to the time when the contract equipment cannot be normally used. If the contract equipment is replaced due to quality problems of the Supplier, the quality assurance period of the equipment after the replacement shall be recalculated from the replacement.

8. Quality assurance period services

8.1 Quality assurance services

8.1.1During the quality assurance period, the Supplier shall provide quality assurance services in accordance with the technical services, the Owner's requirements and supply requirements stipulated in contract terms, and shall list in detail the quality assurance service items, and the Buyer shall not pay additional fees for them. For the services provided outside the quality assurance period but within the service life, the contents and fees of the services shall be negotiated by the Supplier and the Buyer, and a supplementary agreement shall be signed separately.

8.1.2 The Supplier shall confirm to the Buyer the receipt of Buyer's notice within 24 hours of the receipt of the Buyer's notice.

8.1.3 During the quality assurance period, for the contract equipment quality problem caused by the Supplier, if the Supplier fails to solve the problem within the reasonable time limit agreed by the Parties, or fails to take corresponding measures within 30 days of the receipt of the Buyer's notice, the Buyer may solve the problem by itself after notifying the Supplier, and the costs and risks incurred thereby shall be borne by the Supplier, but it does not affect the Supplier's responsibilities stipulated herein; upon the Supplier's approval, the Buyer may repair or adjust minor defects, but all costs incurred thereby shall be borne by the Supplier. If the Supplier fails to reply within 3 days of the receipt of the Buyer's notice, the Supplier shall be deemed to have accepted;

8.1.4 During the quality assurance period, for the equipment quality problem caused by the Supplier, the Supplier shall repair the equipment with quality problems or replace it with new equipment conforming to the provisions hereof, and all costs and risks arising therefrom shall be borne by the Supplier.

During the quality assurance period, for the equipment quality problem caused by the Owner as in case of mechanical damage of equipment, inadequate use, damage caused by connecting to an inadequate voltage, damage due to voltage variations, use at temperatures outside the range given in the technical documentation, the Supplier is not responsible for damage of the equipment. But the Supplier shall give the positive support and replacement work and equipment will be charged to Buyer

8.1.5 During the quality assurance period, for the equipment which fails to meet the standards specified herein after the repair or replacement, the Buyer shall return the goods to the Supplier and the Supplier shall return the payment to the Buyer, and all costs and risks arising therefrom shall be borne by the Supplier.

8.1.6 The Supplier shall establish a product recall system and carry out product recall for repair and replacement. In case of quality problems of the same batch, model or category of products (including the inventory and in-use products) delivered due to design, manufacturing, identification and other reasons, which are discovered by the Supplier itself or through the feedback received from the Buyer, the Supplier shall take the initiative to carry out recall for repair and replacement, and bear all costs and risks arising therefrom.

8.1.7 During the quality assurance period, the Supplier shall implement the following provisions for

the contract equipment provided by it:

(1) Participating in the fault analysis and positioning conducted by the Buyer;

(2) Checking and eliminating faults;

(3) Undertaking to replace the abnormal parts that fail to meet the requirements of the technical requirements or design documents;

(4) Carrying out investigation and research for abnormal problems which are repeatedly appeared or of which the consequences have an impact on safety. The research results may result in minor or major modifications to meet requirements;

(5) Recording faults, replacement of parts and rectification measures, so as to understand the status of the system at any time.

8.1.8 During the quality assurance period, the Supplier's obligations include the investigation and research, disassembly and replacement of defective parts.

8.1.9 If there is any requirement on the construction technology due to the equipment, the Supplier shall indicate it in the installation instructions. In case of failure to indicate it, the Supplier shall be deemed to recognize the construction technology.

8.1.10 if there is any requirement for maintaining the contract equipment, the Supplier shall notify the buyer in written form. In case of failure to indicate it, the Supplier shall be deemed to recognize the maintenance plan of the operation and maintenance team.

9. Guarantee

9.1 The Supplier guarantees that its sales of the equipment will not damage the legitimate rights and interests of any third party and the interests of the public. No third party shall, for reasons of Supplier, claim any right to the contract equipment based on title, mortgage, lien or any other right or cause. If the Buyer is sued by a third party for using the equipment, the Supplier shall, with the assistance of the Buyer, settle the lawsuit with the third party at its own cost and compensate the Buyer for any costs and losses suffered therefrom.

9.2 The Supplier shall be liable for any defects of the equipment caused by problems of technology or materials

9.3 The Supplier guarantees that it will be liable for any defects of the contract equipment caused by manufacturing and reasons before delivery to the Buyer. Upon receipt of the Buyer's written notice regarding defects of the contract equipment, the Supplier guarantees that it will promptly repair the defects or replace the defective equipment, and the Buyer will not be liable for the expenses caused thereby.

9.5 The Supplier shall guarantee the compatibility and applicability of the contract equipment in the construction project. In case of any change of equipment parts caused by the interface of the equipment or mismatch with the project site, the Supplier shall modify or replace the equipment without charge.

9.6 The Supplier shall guarantee that the license and certification related to the contract equipment shall remain valid during the contract period.

10. Confidentiality

10.1 Without the Buyer's written consent, the Supplier shall not provide the relevant contract or any contract terms, technical documents, plans, drawings, models, samples or materials provided by or on behalf of Buyer to any third party independent of the performance of this Contract. Even if provided to persons in connection with the performance of this Contract, it shall keep them confidential and limited to the extent necessary for the performance of this Contract.

10.2 Without the written consent of the Buyer, the Supplier shall not use any of the documents and materials listed in Article 10.1 hereof except for the performance of this Contract.

10.3 Except for this Contract itself, any documents listed in Article 10.1 hereof are the property of the Buyer. If requested by the Buyer, the Supplier shall return the above-mentioned documents and all copies of them to the Buyer upon completion of this Contract, and destroy or delete those that cannot be returned.

11. Liability for breach of contract

11.1 During the term of validity of this Contract, if the Supplier is unable to deliver the goods and provide services on time during the performance of this Contract, it shall timely notify the Buyer in writing of the fact of delay, possible delay and reasons. Upon receipt of the Supplier's notice, the Buyer shall evaluate the situation.

11.2 Unless the special contract terms are agreed by both parties, if the Supplier fails to deliver goods and provide services in accordance with the time agreed herein, without prejudice to the Buyer's exercise of other remedial measures hereunder, the Buyer has the right to deduct the compensation for delay from the payment payable. Compensation for each week of delay shall be deducted at the rate of two percent(2%) of the PO value of the delayed goods or services, until the delivery of goods or the provision of services. The maximum amount of compensation for delay shall be the PO value of the delayed goods or services. The Buyer may consider terminating this Contract in accordance with Article 12 hereof once the maximum amount of compensation for delay is reached.

11.3 If the Buyer shall pay the contract price as agreed herein, but fails to pay the contract price in time, it shall negotiate with the Supplier and reach an agreement. In case of negotiation and reaching agreement failure, Supplier may consider terminating this Contract in accordance with Article 12 hereof.

11.4 The claim shall be deemed valid as long as the Buyer's notice of claim is filed no later than 30 days after the expiration of the quality assurance period, but it does not exclude the Buyer from claiming an interest in accordance with the provisions of law 30 days after the expiration of the quality assurance period.

11.5 If the Supplier fails to reply within 20 days of the receipt of the Buyer's notice of claim, the

claim shall be deemed to have been accepted by the Supplier.

11.6 If the Supplier fails to eliminate the quality defect within the agreed time according to Article 6.5.2 of the contract terms, the Buyer may take measures to eliminate the quality defect at the Supplier's own cost.

11.7 The Supplier shall be liable for any loss of property or person of the Buyer or any third party caused by quality problems of the contract equipment supplied by the Supplier, and the Buyer shall have the right to claim other liabilities against the Supplier in accordance with relevant laws and regulations

11.8 Except for fraud, intentional or gross negligence, neither party shall require the other party to bear any indirect losses arising from the breach of contract, including but not limited to loss of profit, loss of reputation, etc.

12. Termination of contract

Without prejudice to any remedial measures taken by the Buyer against any of the following breaches by the Supplier, after friendly negotiation by the Parties, the Buyer may give the Supplier a written notice of breach to terminate part or all of this Contract:

(1) Where the Supplier delays delivery of the contract equipment for more than 2 months;

(2) Where the contract equipment provided by the Supplier has quality problems and is not repaired or replaced within the time agreed with the Buyer, or fails to meet the quality requirements after repeated repair or replacement;

(3) Where the contract equipment provided by the Supplier is prohibited from being used or forced to be recalled by the relevant department of the place where the equipment is used, except for force majeure; or

(4) Where the Buyer has sufficient evidence to prove that the Supplier has engaged in corruption practice and fraud practice in the competition and implementation of this Contract, it shall fall under the following defined conditions:

1) "Corrupt practice" means the act of providing, giving, accepting or soliciting any goods of value to influence the conduct of the Buyer in the execution of this Contract; and

2) "Fraudulent practice" refers to the act of falsifying, lying or concealing the facts to harm the interests of the Buyer in order to affect the procurement process or the implementation process of this Contract.

Without prejudice to any remedial measures taken by the Supplier against any of the following breaches by the Buyer, after friendly negotiation by the Parties, the Supplier may give the Buyer a written

notice of breach to terminate part or all of this Contract:

(1) Where the Buyer delays due payment;

(2) In accordance with Article 11.3; or

(2) Where the Supplier has sufficient evidence to prove that the Buyer has engaged in corruption practice and fraud practice as defined herein in the competition and implementation of this Contract.

13. Force majeure

13.1 If either party is affected by any unforeseen, unavoidable and insurmountable force majeure event, such as war, serious fire, typhoon, earthquake, flood (except for COVID-19), and is unable to perform any of its obligations hereunder, the affected party shall immediately notify the other party of the occurrence of such event, and shall, within 28 days of the occurrence of the force majeure event, submit supporting documents issued by relevant authorities or agencies to the other party.

13.2 The affected party shall not be liable for the delay or failure to perform any contractual obligation caused by the force majeure event. However, the party shall notify the other party of the end or elimination of the force majeure event as soon as possible.

13.3 The Parties shall continue to perform their contractual obligations hereunder immediately after the force majeure event ends or its effects are eliminated, and the term of this Contract shall be extended accordingly. Unless otherwise agreed in the special contract terms, either party shall have the right to terminate this Contract by written notice if the effects of the force majeure event last for more than 140 days.

14. Dispute resolution

14.1 This Contract shall be governed by the laws of Republic of Serbia. Any dispute arising from or in connection with this Contract shall be settled by the Parties through friendly negotiation.

14.2 During the settlement of the dispute, the Parties shall continue performing those parts of the contract not involved in the dispute.

15. Standards and applicability

15.1 The services delivered hereunder shall comply with the standards stated in the Supply Requirements. If applicable standards are not mentioned, they shall be in accordance with the law on planning and construction, the law on railway safety and interoperability and other relevant laws of the Republic of Serbia. Mandatory requirements of some structural subsystems specified by TSI shall be fulfilled.

Other engineering shall comply with Serbian laws, regulations, standards and codes.

15.2 Unless otherwise specified in the Supply Requirements, the units of measurement shall be the legal units of measurement of the People's Republic of China.

16. Spare parts

16.1 The supplier shall prepare sufficient spare parts to fulfill the warranty period obligation of faulty parts replacement or repair within 30 days.

17. Technical data

17.1 Basic requirements

17.1.1 The Supplier shall provide the Buyer with technical documents, manuals and drawings in accordance with this Contract. Where the technical documents are necessary for the performance of this Contract but not stipulated in this Contract and can only be provided by the Supplier, the Supplier shall provide them free of charge to the Buyer within 7 days after receiving the written notice from the Buyer and confirming that it can provide them.

17.1.2 The technical documents provided by the Supplier shall be correctly edited, reasonably organized, substantial in content, and easy to understand, describing in detail the performance, principle, structure and size of the contract equipment, and including the model, specification and technical data of the parts to ensure that the Buyer can correctly install, operate, inspect, repair, maintain, test, debug and use the contract equipment.

17.1.3 The key technical documents, manuals and drawings provided by the Supplier shall be made in standard simplified English and Serbian, and in the event of any discrepancies between the versions, the English version shall prevail. And the uniform code structure confirmed by the Buyer shall be adopted. For the original text of the documents made in English and the products produced by foreign subcontractors in foreign countries, the English version of the documents shall be provided at the same time. Documents, drawings and product nameplates shall be clearly written and complete in content, using SI (International System of Units) units, general graphics and symbols. The drawings shall conform to the ISO standard metric "A" series.

17.1.4 All technical documents shall be submitted to the Buyer and the Contractor for confirmation. The Buyer's confirmation of the technical documents shall not relieve or release the Supplier from its contractual liability.

17.1.5 The Supplier shall be liable for compensating any damages to the system and/or equipment and/or its components caused by installation, operation, inspection and repair, maintenance, testing, adjustment and use by the Buyer as directed by the technical documents.

17.1.6 The cost of the technical documents specified herein has been included in the contract price.

17.1.7 For the purpose of equipment maintenance and management, the Buyer shall have the right to copy the documents and materials provided by the Supplier.

17.2 Technical documents

17.2.1 The technical documents provided by the Supplier shall include but be not limited to the following.

17.2.1.1 After this Contract comes into force, the technical documents provided by the Supplier shall include:

(1) System overview;

(2) Technical manual (size, function, performance, main technical parameters and other technical specifications);

(3) Installation and operation manual;

(4) Maintenance manual;

(5) Fault diagnosis manual;

(6) Monitoring interface and communication protocol.

(7) The supplier shall provide the low level design(LLD) of the system which supplied in the scope of this contract(including the storage of video surveillance system), the low level design shall include the basic information (eg: IP address plan, cable connection plan, system topology, maintenance and operator account system login and maintenance account & passcode, etc) to support the system commissioning and maintenance work.

17.2.1.2 When the contract equipment arrives, the Supplier shall provide the following technical documents:

(1) Qualification certificate of each product;

(2) Packing list;

(3) Configuration list of contract equipment;

(4) Manual on parts and materials of contract equipment;

(5) List of original manufacturers of main materials;

(6) Operation manual of special tools, test equipment and instruments for maintenance;

(7) Factory test and field test methods, procedures and forms;

(8) Test rules, conditions and outline (test manual) of contract equipment, system or parts; and

(9) List of standards involved in the design and manufacture of contract equipment and components.

17.2.1.3 Before acceptance of the contract equipment, the technical documents provided by the Supplier shall include but are not limited to:

(1) Product qualification certificate;

(2) Technical manual (appearance size, function, performance, main technical parameters and other technical specifications);

(3) Installation and operation manual;

(4) Maintenance manual;

(5) Fault diagnosis manual;

(6) Records and statistical tables of test results of various commissioning tests;

(7) Service port configuration table and slot allocation table;

(8) Records of subsystem test;

(9) Records of equipment defect treatment;

(10) list of spare parts;

(11) Records of failure assessment; and

(12) Records of equipment and material replacement, and records of inspection list of remaining equipment and materials.

17.2.2 Where the Supplier is the agent, in addition to meeting the requirements in Article 17.2.1, the Supplier shall provide necessary proof of legality upon the arrival of the contract equipment, including but not limited to the authorization document issued by the manufacturer, the purchase and sales contract between the agent and the manufacturer, and the supplier's supply or delivery document.

17.2.3 Where the products supplied by the Supplier are imported products, in addition to meeting the requirements in Articles 17.2.1 and 17.2.2, the Supplier shall provide necessary import materials such as customs declaration form, certificate of origin, commodity inspection and packing list upon the arrival of the contract equipment.

17.2.4 The Supplier shall provide the electronic documents of the technical documents in Article 17.2.1 as requested by the Buyer.

17.3 Test report

(1) Type test report;

(2) Routine test report; and

(3) factory test report.

17.4 Instruction

17.4.1 Instruction shall include but be not limited to the following items: Model, structure size, technical parameters, applicable scope, applicable environment, installation, maintenance, transportation, storage and other matters needing attention.

18 Definitions

The following terminologies are listed according alphabetical order of the initial letters. Unless specially defined in this clause, the terminologies used in this PPA shall have the same meanings as defined in the MPA.

"Acceptance Tests" means the necessary testing of the operability of the Equipment and the Works as specified in the Contract or otherwise agreed by the Contractor and the Subcontractor and which is to be performed before the Equipment and Works for each site are taken over by the Contractor and the relevant Certificates are issued (PAC and FAC).

"Confidential Information" shall mean all information, data, know-how, whether it is technical in nature or not, which is disclosed to the other party, and which is related to research, technology, design, Equipment and business activities or strategies of the proprietor, which is either marked or stated to be confidential, or is by its nature and/or its name reasonably intended to be confidential.

"Contract" shall mean the present Contract signed by the Contractor and the Subcontractor, any Annex attached hereto and any valid amendment.

"Contract Price" or "Price" shall mean the sum PO amount, and include adjustments in accordance with the Contract.

"Day" shall mean a calendar day except if it is differently defined herein.

"USD" shall mean the legal currency of the United State of America.

"RSD" shall mean the legal currency of the Republic of Serbia.

"Parties" shall mean the Contractor and the Subcontractor collectively, and **"Party"** shall mean either the Contractor or the Subcontractor as the context dictates.

"Parties' Representatives" shall mean the person or persons who is duly authorized by one of the Parties in writing to act on its behalf.

"Provisional Acceptance Certificate (PAC)" means the certificate issued by the Contractor to the Supplier for each site after Buyer get Acceptance approval from CRSC INTERNATIONAL CO., LTD.

OGRANAK BEOGRAD for the site.

"**Final Acceptance Certificate (FAC)**" means the certificate issued by the Contractor to the Supplier after Buyer get Acceptance approval from CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD for the whole section

"Services" shall mean the totality of the services to be provided under this Contract and covered by the Contract Price including but not limited to project documentation and technical support during Warranty period.

"Site" shall mean the area where the Equipment and the material are to be installed and put into operation

"Equipment" means the hardware, software and licenses defined in Preamble.

"Territory" for the purpose of this Contract, Territory shall mean Republic of Serbia.

"Taxes" shall mean any and all taxes, including but not limited to withholding taxes, tariffs, levies, duties, and imposts, or any similar tax-related charges or levies of whatsoever nature imposed, levied or assessed by any governmental authority within the Territory in accordance with present or future laws in the Territory.

"Service" means the execution of the, testing, integration and putting into operation of the Equipment.

19 Annex

Annex 1.Bill of Quotation

Annex 2.Delivery schedule of the systems

Annex 3.Packaging Requirements of the Equipment

Annex 4.BOQ item description detail.

Annex 1.Bill of Quotation

1. The unit price be shown in this agreement and the payment amount shall be in accordance with the PO.
2. This purchase and supply are subject to the final drawing design document approved by the Owner.
3. The Supplier should provide the latest models of the system agreed by the Buyer.
4. The price should include all the cost and expenses regarding the scope and the supplier should not require change of price unless Serbia railway and CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD agrees to the change request raised by the supplier due to the design change.
5. All the necessary auxiliary materials cost should be included in the price and supplier should provide extra auxiliary materials without charging extra cost.
6. All prices listed above are VAT exclusive. The Supplier shall be responsible for all other taxes, charges, dues and levies related to this Agreement which may be imposed and payable from time to time, including but not limited to withholding tax (if applicable) on which Contractor shall be entitled to deduct from any payment to Supplier hereunder.
7. Remarks:

Note 1: The Supplier shall fully consider the expansion of the above-mentioned systems required for the

interconnection of this project with the information system, and propose a plan for interconnection between this project and the above-mentioned systems; in order to ensure the expenses arising from the expansion of the system required for the activation of this project (including technical cooperation costs, data production costs, license and required boards) are included in the bid quotation, the Supplier shall not delay the supply of goods.

Note 2: The equipment provided by the Supplier shall comply with the requirements of relevant Serbian standards, regulations and specifications, as well as the Serbian railway network planning, and the wireless

Note: 3: The list of goods demands can be used as the basis for the Supplier's quotation. The Supplier shall consider the variable factors in the engineering implementation process when quoting, and the total contract price will not be adjusted for the increase in the engineering amount.

Note 4: The quality assurance period is 7 years. During this period, the Supplier is also responsible for any consumption of spare parts caused by the Supplier. At the same time, the configuration of spare parts required by the system during the quality guarantee period shall be calculated and configured in accordance with the technical service commitments, equipment configuration conditions, line length and operation and maintenance organization during the quality guarantee period to meet the requirements of operation default handling.

Note 5: The Supplier supplies the equipment and auxiliary materials according to the list of goods demands.

Note 6: This list serves as the basis for the Supplier's quotation. The specific equipment and material quantities are subject to the quantities in the officially approved construction drawing provided by the Buyer. The supplier shall be entitled to adjust the quantity and specifications of the equipment according to the construction drawing of the design unit. The specific equipment types, quantities and the configuration are subject to the construction drawing and the engineering requirements. Any changes involved shall be subject to negotiation by the Parties.

Note 7: The number of licenses for the security system shall meet the requirements of this project and the reservation requirements for the activation of the system. The software used in the security equipment of the communication subsystems shall be the genuine software with complete authorization. The hardware shall meet the requirements of this project, and shall not be lower than the latest configuration of the same model at the time of purchase of equipment. The security server shall be equipped with dual power supplies, and the network management software interface shall be in Serbian and English.

Note 8: The Supplier must provide the quotation for each type of equipment in accordance with the above table, and the Supplier shall quote the unit price and total price according to the list of goods demands.

Note 9: The Supplier shall provide required test instruments and tools (if any) for the system during commissioning, joint commissioning and joint testing, and trial operation.

Annex 2.Delivery schedule of the Equipment

No	System	Lead time Commitment(Days)
1	ACCESS CONTROL SYSTEM	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.
2	AUTOMATIC FIRE ALARM SYSTEM (AFD-FAS)	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.

3	AUTOMATIC FIRE DETECTION (AFD-FAS)	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.
4	ENVIRONMENTAL MONITORING SYSTEM	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.
5	FIXED FIRE ALARM SYSTEM WITH FIRE EXSTINGUISHING MANAGEMENT	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.
6	INTEGRATION OF SECURITY SYSTEMS	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.
7	INTRUSION DETECTION SYSTEM	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.
8	PUBLIC ADDRESS SYSTEM	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022.
9	VIDEO SURVEILLANCE SYSTEM	At least 85% value of equipment arrival at Buyer's warehouse before 31.12.2022

Annex 3. Packaging Requirements of the Equipment

The supplier should provide the packing list as below example

详细装箱单 **DETAILED PACKING LIST**							
TO: CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD							
CONTRACT NO:							
PACKAGE NO.:							
SYSTEM：		**Common communication**					
CASE NO.	**货物编号** **Br.**	**货物描述** **DESCRIPTION OF GOODS**	**站点** **Site**	**体积** **SIZE(MM)**	**数量** **Q'TY**	**单位** **UNIT**	**备注** **REMARK**
1	05.03.06.03.02			775*495*522	2	PCS	
					3	PCS	
					2	PCS	
					6	PCS	
					2	PCS	
					3	PCS	
					2	PCS	
					6	PCS	

	05.03.06.03.07				2	PCS	
					3	PCS	
					2	PCS	
					6	PCS	
					2	PCS	
					3	PCS	
					2	PCS	
					6	PCS	
TOTAL: 1 CASE							

Huawei Technologies d.o.o. Beograd (Seal)

Authorized representative's Name:

Signature:

Authorized representative's Title: GM

Date: 07-11-2022

Roaming Networks d.o.o. Beograd (Seal):

Authorized representative's Name: RADE VUJOVIĆ

Signature:

Authorized representative's Title: GENERAL MANAGER

Date: 07.11.2022